

AMENDMENT 3

Original Agreement No.	<u>EO-23-14</u>
Amendment 1	<u>EO-23-14-A1</u>
Amendment 2	<u>EO-23-14-A2</u>

**THIRD AMENDMENT TO COUNTY OF MENDOCINO
AGREEMENT NO. EO-23-14**

This Third Amendment to Agreement No. EO-23-14 is entered into by and between the **COUNTY OF MENDOCINO**, a political subdivision of the State of California, hereinafter referred to as "COUNTY," and **Self Insured Services Company LLC dba Benefit Coordinators Corporation (BCC)**, hereinafter referred to as "CONTRACTOR," the date this Amendment is fully executed by all parties.

WHEREAS, Agreement No. EO-23-14 was entered into on January 1, 2023 (the "Initial Agreement"); and

WHEREAS, the First Amendment to Agreement No. EO-23-14 (Agreement No. EO-23-14-A1) was entered into on September 6, 2023, and

WHEREAS, the Second Amendment to Agreement No. EO-23-14 (Agreement No. EO-23-14-A2) was entered into on December 11, 2023; and

WHEREAS, COUNTY now desires to add the Family Advantage Health Plan to the services provided under the current Agreement with the CONTRACTOR, effective January 1, 2026. Administration Agreement and Schedule of Fees attached hereto as Attachment 1; and

WHEREAS, upon execution by both parties, this Third Amendment, shall become part of and be incorporated into the Agreement; and

WHEREAS, it is the desire of COUNTY and CONTRACTOR to increase the total amount payable through calendar year 2026 by \$125,000 from \$25,000 to \$150,000. The amount required for future years to be determined by enrollment and plan utilization; and

WHEREAS, it is the desire of COUNTY and CONTRACTOR to extend the termination date from December 31, 2025, to an annual automatic renewal up to and including the calendar year upon which a rate increase is presented to the County, or unless otherwise terminated by either party in accordance with its provisions.

NOW, THEREFORE, we agree as follows:

1. To add the Family Advantage Health Plan, effective January 1, 2026.
2. To revise the Agreement termination date from December 31, 2025, to allow annual automatic renewal up to and including the calendar year upon which a rate increase is presented to the County, or unless otherwise terminated by either party in accordance with its provisions.

3. To increase total amount payable through calendar year 2026, by \$125,000 from \$25,000 to \$150,000. The amount required for future years to be determined by enrollment and plan utilization.

All other terms and conditions of the Agreement shall remain in full force and effect.

IN WITNESS WHEREOF

DEPARTMENT FISCAL REVIEW:

By: 
DEPARTMENT HEAD

Date: 09/18/2025

Budgeted: ☒ Yes ☐ No

Budget Unit: 0715


Line Item: 862239

Org/Object Code:

Grant: ☐ Yes ☒ No

Grant No.:

COUNTY OF MENDOCINO

By: 
JOHN HASCHAK, Chair
BOARD OF SUPERVISORS

Date: 10/21/2025


ATTEST:

DARCIE ANTLE, Clerk of said Board

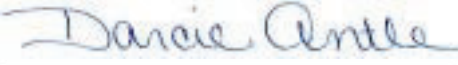
By: 
Deputy 10/21/2025

I hereby certify that according to the provisions of Government Code section 25103, delivery of this document has been made.

DARCIE ANTLE, Clerk of said Board

By: 
Deputy 10/21/2025

INSURANCE REVIEW:

By: 
Risk Management

Date: 09/18/2025

CONTRACTOR/COMPANY NAME

By: 
SIGNATURE

Date: 9.22.25

NAME AND ADDRESS OF CONTRACTOR:

Self Insured Services Company LLC dba

Benefit Coordinators Corporation

Two Robinson Plaza, Suite 200

Pittsburgh, PA 15205

By signing above, signatory warrants and represents that he/she executed this Agreement in his/her authorized capacity and that by his/her signature on this Agreement, he/she or the entity upon behalf of which he/she acted, executed this Agreement

COUNTY COUNSEL REVIEW:

APPROVED AS TO FORM:

By: 
COUNTY COUNSEL

Date: 09/18/2025

EXECUTIVE OFFICE/FISCAL REVIEW:

By: 
Deputy CEO or Designee

Date: 09/18/2025

Signatory Authority: \$0-25,000 Department; \$25,001- 50,000 Purchasing Agent; \$50,001+ Board of Supervisors

Exception to Bid Process Required/Completed ☐

Mendocino County Business License: Valid ☐

Exempt Pursuant to MCC Section: _____

ATTACHMENT 1

BENEFIT COORDINATORS CORPORATION ADMINISTRATION AGREEMENT

SERVICES EXHIBIT

This Exhibit is effective 1/1/2026, and continues in force until amended.

- ☒ Consolidated Invoicing and Remittance
- ☒ BenXcel®
- ☒ Flexible Spending Administration
- ☒ COBRA Administration
- ☒ Health Savings Account Administration
- ☒ Family Advantage Health Plan (FAHP) Administration

**BENEFIT COORDINATORS CORPORATION
ADMINISTRATION AGREEMENT**

FAMILY ADVANTAGE HEALTH PLAN (FAHP) ADMINISTRATION EXHIBIT
FAHP Administration Agreement

Employer appoints Benefit Coordinators Corporation as FAHP administrator ("FAHP Administrator"), under Employer's employee welfare benefit plan identified below (the "Plan") under the following terms and conditions ("Agreement"):

SECTION I PLAN INFORMATION

- 1.1 Plan Name Mendocino FAHP HRA.
- 1.2 The Plan Year shall be the twelve consecutive month period commencing on January 1, and ending on December 31.

SECTION II FINANCING OF PLAN BENEFITS

- 2.1 Benefits under the Plan are provided solely from the Employer's assets.
- 2.2 In disbursing money to pay claims or expenses under the Plan, the FAHP Administrator shall act as Employer's agent. The FAHP Administrator shall maintain a bank account for the payment of claims under this Plan and employee welfare benefit plans maintained by other employers. Employer's deposits to such bank account shall remain a part of Employer's general assets, subject to the claims of its creditors and subject to return to Employer on demand, until FAHP Administrator shall have disbursed checks drawn on such account in payment of claims under the Plan or premiums on insurance policies to cover claims under the Plan.
- 2.3 The FAHP Administrator shall pull funds into this account as necessitated by employee claims; debit cards within 24-48 hours of card transaction, and once a week for checks and direct deposit reimbursements. However, the FAHP Administrator shall have no duty to pay benefits under the Plan out of its own assets or otherwise, except from amounts Employer deposits in the account.
- 2.4 The FAHP Administrator does not hold deposits on behalf of the Plan at any time. All funds that are requested from the Employer are reimbursed to claimants under the Plan or are reimbursed for debit card transactions that were advanced at point of sale by the Administrator.

SECTION III EMPLOYER'S RESPONSIBILITIES

Employer shall:

- 3.1 Determine the claims and administration procedures and practices to be followed by the FAHP Administrator, which are not self-evident from the Plan.
- 3.2 As of the effective date of the Plan, provide the FAHP Administrator with a complete list of all employees who are eligible for benefits under the Plan. Thereafter, Employer shall notify the FAHP Administrator on a daily basis of any and all changes in participation including but not limited to, additions, terminations, changes in classification or status, etc.
- 3.3 Assist in the initial and on-going enrollment of the employees in the Plan, cooperate with the FAHP Administrator with regard to proper settlement of claims, and refer any inquiries pertaining to the Plan to the FAHP Administrator.

- 3.4 Provide directly or through the Plan all materials and documents, including summaries for employees, forms or supplies as may be necessary or convenient for the operation of the Plan or to satisfy the requirements of governing law.
- 3.5 Provide timely and accurate information to enable FAHP Administrator to fulfill its obligations under this Agreement.

SECTION IV FAHP ADMINISTRATOR'S RESPONSIBILITIES

In consideration of the fees to be paid to it, the FAHP Administrator shall provide the following services:

- 4.1 The FAHP Administrator shall assist Employer in the administration of the Plan as Employer may request from time to time, including:
 - (a) Aiding Employer in the preparation of plan documents, including Employer's employee welfare benefit plan document and summary plan description.
 - (b) Advising Employer with respect to benefit and plan revisions.
 - (c) Furnishing administrative forms necessary for processing of claims including claim forms, check stock, and explanation of benefit forms.
- 4.2 In accordance with policies, interpretations, rules, practices and procedures adopted by Employer or the Plan Administrator, the FAHP Administrator shall:
 - (a) Assist in the enrollment all eligible employees (as defined in the Plan) in the Plan.
 - (b) Receive and adjudicate all claims for benefits under the Plan in accordance with the benefit levels and provisions of the Plan.
 - (c) Make payments, with Employer funds provided pursuant to Section II, in the amount due with respect to claims that qualify under the Plan.
- 4.3 The FAHP Administrator shall honor any assignment of benefits of a person eligible for benefits under the plan to any person or institution, which is a proper and qualified assignee under the terms of the Plan.
- 4.4 To the extent of information available to it the FAHP Administrator shall assist Employer in the preparation of any report, returns, or similar paper required by any political subdivision, state, or the Federal Government pertaining to the operation or management of the Plan.
- 4.5 The FAHP Administrator shall render monthly reports to Employer which shall include the following:
 - (a) A monthly accounting of payments made, with sufficient detail to provide for the audit and control of funds used.
 - (b) A statement of the fees payable to the FAHP Administrator.
 - (c) Any other costs incurred by FAHP Administrator on behalf of the Plan.

Failure of Employer to object to any report within 30 days of the date of mailing shall constitute Employer's approval of the FAHP Administrator's actions as regarding any and all claims data, transactions, fees, invoices and/or costs described therein.
- 4.6 During the continuation of this Agreement, the FAHP Administrator shall indemnify Employer and hold it unharmed against any loss, damage, and expenses resulting from the dishonest, fraudulent or criminal acts of the FAHP Administrator's employees, acting alone or in collusion with others. The FAHP Administrator shall maintain blanket fidelity bond coverage for such losses with a limit of not less than \$500,000.

SECTION V - MAKING PAYMENT OF REQUESTS FOR REIMBURSEMENT UNDER THE PLAN

- 5.1 The FAHP Administrator shall receive any request for reimbursement for benefits made in the appropriate manner, and after due investigation, verification of the statements contained in the request, and consultation with the Plan Administrator, determine the eligibility of the claimant for reimbursement which deems the claim to be substantiated. For the claims that are paid at Point of Service using a plan issued Debit Card, all claims are subject to the requirement of claim substantiation when requested by the Plan Administrator. Upon request, the Plan Participant must provide sufficient proof the claim is reimbursable as outlined within the Plan Document. In all situations that the medical expense exceeds \$750 or the prescription drug expense exceeds \$100 will require claim substantiation. If the facts stated in such request or determined by investigation entitle the claimant to receive reimbursement from the Plan, the request will be processed. If Plan Administrator finds that the claimant is not entitled to reimbursement under the Plan, it will instruct the FAHP Administrator shall deny the request for reimbursement. If the FAHP Administrator confronts a question of interpretation of the requirements of the Plan, the Administrator will promptly so inform Employer and abide by Employer's determination. In the case of unsubstantiated Debit Card transactions, the Administrator will request a refund from the plan participant to repay the denied reimbursement.
- 5.2 The FAHP Administrator's determination and any determination by Employer on review shall be in accordance with the claims procedures set forth in the Plan, which procedures will be compliant with ERISA and all Department of Labor regulations governing claims procedures in employee benefit plans, as they may be amended from time to time. The FAHP Administrator will not be obligated to follow any claims procedures that do not comply with ERISA or Department of Labor regulations, or any claims procedures which require the FAHP Administrator to deviate from procedures customary in the administration of FAHPs such as the Plan.
- 5.3 In processing claims under this Agreement, the FAHP Administrator is acting only as an agent of Employer. The FAHP Administrator shall at all times be considered an independent contractor who provides only the claims administration services outlined in this Agreement, for the fees indicated. The provisions of this Agreement shall not be construed to make the FAHP Administrator a "Trustee," "Administrator" or "Fiduciary" of the Plan, as such terms are defined or used in ERISA or the regulations thereunder, and no such relationship is intended to be created by the parties to this Agreement.
- 5.4 Employer reserves the right and retains the sole responsibility to make all final decisions under the Plan except as governed by law. If the FAHP Administrator has denied a claim in whole or in part as being ineligible for payment under the terms or benefit limits of that Plan, and Employer directs that the denied claim be paid, the FAHP Administrator will pay the claim pursuant to Employer's decision and direction. The FAHP Administrator bears no responsibility where Employer's decision to reverse the FAHP Administrator's initial and/or final denial conflicts with ERISA or Department of Labor regulations.

BENEFIT COORDINATORS CORPORATION
ADMINISTRATION AGREEMENT
SCHEDULE OF FEES EXHIBIT

Schedule of Fees for County of Mendocino as of 1/1/2026

Consolidated Invoicing	
- Initial, non-refundable Setup Fee due upon execution of this Agreement	Included in PRISM program pricing
- EDI Carrier Connection Fee, per carrier	\$1,500, if required
- Monthly Administration Fee	\$7.00 (Included in PRISM program pricing)
Flexible Spending Account Administration (FSA)	
- Initial, non-refundable Setup Fee due upon execution of this Agreement	Included in PRISM program pricing
- Monthly Administration Fee	\$1.00 (Included in PRISM program pricing)
<i>BCC receives a small percentage of each debit card swipe from Alegeus Technologies, LLC to offset any expenses in issuing debit cards to the employees or dependents over the age of 18.</i>	
COBRA Administration	
- Initial, non-refundable Setup Fee due upon execution of this Agreement	Included in PRISM program pricing
- Monthly Administration Fee (without Initial Notices)	\$0.50 PEPM (Included in PRISM program pricing)
- COBRA Initial Notice to Active Participants, if elected	\$4.00 per notice
<i>BCC retains 2% - BCC invoices the COBRA participant the monthly premium plus 2% (BCC retains) representing the COBRA Administration allowance permitted under The Consolidated Omnibus Budget Reconciliation Act.</i>	
Health Spending Account Administration (HSA)	
- Initial, non-refundable Setup Fee due upon execution of this Agreement	One-time fee of \$250
- Monthly Administration Fee	\$2.25 per Participating Employee
- Minimum Monthly Fee	\$40
<i>BCC receives a small percentage of each debit card swipe from Alegeus Technologies, LLC to offset any expenses in issuing debit cards to the employees or dependents over the age of 18.</i>	
FAHP Account Administration	
- Initial, non-refundable Setup Fee due upon execution of this Agreement	\$500*
- Monthly Administration Fee	10% of Monthly Savings**
- Minimum Monthly Fee	\$125
<i>* Set-Up to bind the service of this agreement, deposit will be deducted from the first monthly invoice. It is non-refundable if no employees participate in the program.</i>	
<i>**Savings is calculated by the difference between the monthly premium of those employees participating in the FAHP plan less the cost of the FAHP expenses, which includes standard employee contribution, eligible premium reimbursement, and claim reimbursements.</i>	
<i>*** Monthly Admin Fee is determined by the % of Enrolled Medical Employees that enroll into the FAHP.</i>	

Other Fees and Services	
Annual COBRA and Retiree Open Enrollment Fulfillment/Communication Services	
~ OPTION A: Census Report	No Charge
~ OPTION B: Website & Notification Letters	\$250 per website, and \$4 per letter
Printed open enrollment packet fulfillment charge	\$25.00 per packet; must be pre-approved by client prior to mailing
Additional Services and Materials	Fees quoted upon request
Wire Transfer Fee	\$25 per wire
Development hours exceeding standard development time (as quoted per project)	\$125 per hour
ACH Transfer Fee	No Charge
Non-Sufficient Funds Fee	\$25.00 per rejected check/transaction
Reinstatement Fee	Determined by Administrator at time of reinstatement
Meetings, Health Fairs	No charge for webinars. On-site meetings may incur time/travel charge. Fee will be quoted when a meeting is requested.